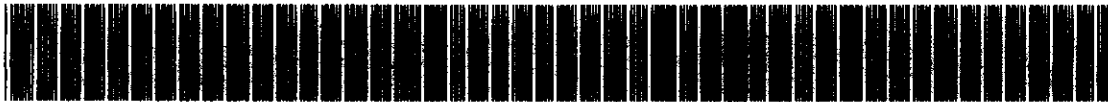


7/18/12 10:53:33
DK T BK 3,469 PG 486
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK



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✓ WHEN RECORDED MAIL TO: Community Bank, 475 East Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

SEND TAX NOTICES TO: Community Bank, 475 East Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

This Modification of Deed of Trust prepared by: Lynne Kenna, Community Bank, North Mississippi, 475 E. Commerce Street, Hernando, MS 38632, (662) 429-8484

INDEXING INSTRUCTIONS: SE 1/4 of Section 17, Township 2 South, Range 6 West, DeSoto County, Mississippi.

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST

GRANTOR: Phillip E Marshall, 9049 Sandy Dr, Olive Branch, MS 38654-0000, Tel. (662) 349-3471; and Stacy L Marshall, 9049 Sandy Drive, Olive Branch, MS 38654-0000, Tel. (662) 349-3471

LENDER / BENEFICIARY: Community Bank, North Mississippi, Southaven Office, 475 E. Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

THIS MODIFICATION OF DEED OF TRUST dated July 16, 2012, is made and executed between Phillip E Marshall, whose address is 9049 Sandy Dr, Olive Branch, MS 38654-0000 and Stacy L Marshall, whose address is 9049 Sandy Drive, Olive Branch, MS 38654-0000 ("Grantor") and Community Bank, North Mississippi.

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 15, 2009 (the

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 6617096

Page 2

"Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

recorded 2/02/2009, DeSoto County Chancery Clerk, Book 2,988, Page 430 and Modification of Deed of Trust dated 1/27/2011, recorded 2/08/2011, DeSoto County Chancery Clerk, Book 3,272, Page 466 and Modification of Deed of Trust dated 1/27/2012, recorded 2/01/2012, DeSoto County Chancery Clerk, Book 3,395, Page 351.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Dunn Lane, Olive Branch, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend Maturity Date to 7/15/2017 and remove the Line of Credit.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here

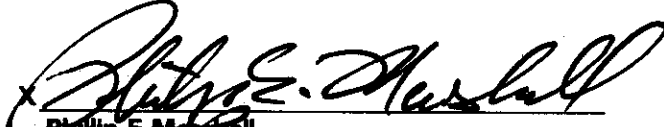
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 16, 2012.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6617096

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GRANTOR:

x 
Philip E Marshall

x 
Stacy L Marshall

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

x 
Authorized Officer

Attached to and forming part of Modification of Deed of Trust dated 7/16/2012 in the names of Phillip E Marshall and Stacy L Marshall.

Exhibit "A"

A 13.65, more or less, acre tract of land, situated in Part of the Southeast Quarter of Section 17, Township 2 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an old buggy axle found being the southeast corner of Section 17, Township 2 South, Range 6 West; thence South 89 degrees 42 minutes 32 seconds West 824.13 feet to an old 1 inch pipe found; thence South 89 degrees 52 minutes 08 seconds West 1150.31 feet to a metal "T" post found, also being the true point of beginning for the herein described tract; thence North 00 degrees 07 minutes 54 seconds East 719.04 feet to a 3/8 inch rebar found; thence North 89 degrees 59 minutes 51 seconds West 288.65 feet to a "T" post set; thence North 00 degrees 07 minutes 54 seconds East 199.00 feet to a "T" post set; thence North 89 degrees 52 minutes 06 seconds West 80 feet to a "T" post set at the southwest corner of Lot #3; thence North 00 degrees 07 minutes 54 seconds East 523.99 feet to a "T" post set on the south right of way line of Dunn Lane; thence North 77 degrees 23 minutes 39 seconds West 51.21 feet to a "T" post set; thence South 00 degrees 07 minutes 54 seconds West 501.19 feet to a "T" post set; thence North 89 degrees 52 minutes 06 seconds West 126.82 feet to a "T" post set; thence North 00 degrees 07 minutes 54 seconds East 15.27 feet to a "T" post set; thence North 89 degrees 52 minutes 06 seconds West 123.83 feet to a "T" post set on the east line of the McIntosh tract; thence South 00 degrees 07 minutes 54 seconds West 969.56 feet to an iron bar found; thence North 89 degrees 51 minutes 48 seconds East 669.30 feet to the point of beginning, containing 13.65, more or less, acres (549,550 more or less square feet) of land being subject to all covenants, restrictions, easements, subdivision covenants, and rights of way of record.

Signed for Identification:

Phillip E Marshall

Date

Stacy L Marshall

Date

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 6617096

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS
)

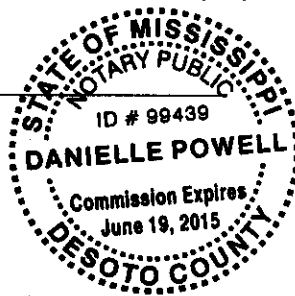
Personally appeared before me, the undersigned authority in and for the said County and State, on this 16th day of JUN, 20 12, within my jurisdiction, the within named **Phillip E Marshall and Stacy L Marshall**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Danielle Powell

NOTARY PUBLIC

My Commission Expires:

6-19-15



**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 6617096

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LENDER ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of JULY, 20 12, within my jurisdiction, the within named Adam Kraft, who acknowledged that (he)(she) is EVP of **Community Bank, North Mississippi** and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Danielle Powell
NOTARY PUBLIC

My Commission Expires:

6-19-15

